



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

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Second District

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Fifth District

July 29, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A SUBCONTRACT AGREEMENT WITH  
THE UNIVERSITY OF SOUTHERN CALIFORNIA**  
(First District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign a subcontract agreement (Exhibit I), with the University of Southern California (USC) to support implementation of a Community-Based Assessment and Treatment Center (CATC) clinic to be located at LAC+USC Medical Center (LAC+USC), to provide outpatient medical care services to Department of Children and Family Services foster care children 0-5 years old, effective on the date of Board approval through June 30, 2005, in the amount of \$348,673, entirely offset by grant funds obtained by USC from a prime grant from First 5 LA.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:**

The purpose of the recommended action is to authorize the Director of Health Services, or his designee, to sign a subcontract agreement with USC to accept grant funds and implement a CATC clinic at LAC+USC to provide for outpatient medical care services to foster care children 0-5 years old.

The subcontract agreement will assist USC with their grant commitments while expanding services to high risk foster children 0-5 years old.

FISCAL IMPACT/FINANCING:

The one-time funding of \$348,673 to be provided under this subcontract agreement will fund ten County positions for the CATC clinic for six months and is intended as "seed" money. During the next six month period the Department will reevaluate the financial and programmatic viability of operating this program at no net County cost. At that time, the Department will notify the Board of its decision, whether or not to continue this program. Acceptance of funding under this subcontract agreement does not obligate the Department to operate the program once the six months grant funding is expended.

FY 2004-05 funding for this program is available within existing resources in LAC+USC's Salaries & Employee Benefits surplus, which may be realigned to Services & Supplies in an action budget adjustment when actual expenditures are incurred, if necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

LAC+USC and the Violence Intervention Program (VIP) has been providing forensic and medical assessments for at risk foster care children throughout the County of Los Angeles, on a 24 hour, 7 days a week basis, for approximately 19 years.

In 2003, USC received a grant from First 5 LA in the amount of \$1,020,761, to support the implementation of a CATC model program which would expand services provided by VIP by providing ongoing and followup care. Participating in the program is the Department of Children and Family Services, who will assign high risk foster care children 0-5 years old to the CATC clinic for followup care. During the first year of operation, the CATC clinic is estimated to treat 640 patients.

A potential funding source to address future revenue shortfalls for this program are funds associated with the *Katie A* settlement agreement with the County, as a result of the MacLaren Childrens Center closure. The Department plans on working with the Department of Children and Family Services (DCFS) to explore the possibility of accessing those funds. In the near future, DCFS intends to submit a letter to your Board delineating the programs which will benefit children entering foster care and those who have been in the system for a substantial time, one of which is the creation of hub clinics with forensic medical and mental health expertise such as the CATC program.

The Prime Grant Award from First 5 LA requires USC to subcontract and provide funding for the ten initial staff to be hired by LAC+USC as described in Attachment B.

Attachment A provides additional information.

County Counsel has approved the subcontract agreement (Exhibit I) as to form.

CONTRACTING PROCESS:

Not applicable. Subcontract amendments are not advertised on the L.A. County Online Countywide Web Site as a business opportunity.

The Honorable Board of Supervisors  
July 29, 2004  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the attached subcontract agreement enables the DHS to receive additional revenue, while ensuring the expansion of Violence Intervention Program services to include CATC clinic services.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:gi

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLCDCATC1.GI  
07/01/04

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

The LAC+USC Medical Center's Community Based Assessment Center will provide outpatient medical care services to Department of Children and Family Services foster care children 0-5 years old.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

University of Southern California  
 Department of Contracts and Grants  
 2250 Alcazar Street, CSC 219  
 Los Angeles, California 90033  
 Attention: Ms. Sarah J. Cusimano  
 Senior Contract and Grant Administrator  
 Telephone/Facsimile Number: (323) 442-2396/(323) 442-2835  
 Electronic Mail Address: cusimano@usc.edu

3. TERM:

Effective on the date of Board approval through June 30, 2005.

4. FINANCIAL INFORMATION:

The one-time funding of \$348,673 to be provided under this subcontract agreement will fund ten County positions for the CATC clinic for six months and is intended as "seed" money. During the next six month period the Department will reevaluate the financial and programmatic viability of operating this program at no net County cost. At that time, the Department will notify the Board of its decision. Acceptance of funding under this subcontract agreement does not obligate the Department to operate the program once the six months grant funding is expended.

5. GEOGRAPHIC AREA:

Los Angeles County catchment area.

6. MONITORING:

Pete Delgado, LAC+USC Medical Center, Chief Executive Officer.

7. APPROVALS

LAC+USC Medical Center: Dave Runke, Chief Financial Officer

Contracts and Grants Division: Irene E. Riley, Director, Contract Administration

County Counsel (approval as to form): Elizabeth J. Friedman, Sr. Deputy County Counsel

**BUDGET SUMMARY**Los Angeles County+University of Southern California (LAC+USC) Medical Center

<u>Position Name</u>	<u>Number of Positions</u>	<u>Rate of Pay Per Months</u>	<u>No. of Months Funded</u>	<u>Total</u>
Program Manager I	1	\$4,127	6	\$ 24,762
Clinical Nurse I	1	\$4,785	6	\$ 28,710
Dietitian	1	\$3,250	6	\$ 19,500
Health Educator	1	\$4,240	6	\$ 25,440
Immediate Typist Clerk	2	\$2,481	6	\$ 29,772
Information Systems Coordinator	1	\$6,291	6	\$ 37,746
Licensed Vocational Nurse I	1	\$2,481	6	\$ 14,886
Pediatric Nurse Practitioner	2	\$6,657	6	\$ 79,884
Total Salaries				\$ 260,700
Employee Benefits @ 33.75%				\$ 87,973
Total LAC+USC Medical Center Costs: (Costs incurred by LAC+USC Medical Center, as offset by USC)				\$ 348,673

## SUBCONTRACT AGREEMENT NO. H29238

Between the  
UNIVERSITY OF SOUTHERN CALIFORNIA  
And the  
COUNTY OF LOS ANGELES

This is a cost reimbursement Subcontract between the University of Southern California (hereafter "UNIVERSITY" and/or "USC") and the County of Los Angeles (hereafter "SUBCONTRACTOR") for the delivery of services identified as "Community-Based Assessment and Treatment Center," defined in Article 3, Statement of Work, and in accordance with the terms and conditions set forth herein.

The Subcontract is awarded under the authority of Grant Agreement No. 00384 as issued and funded by First 5 LA (hereafter "First 5 LA" and/or Prime Award").

**Article 1. Administrative Contacts and Notices**

Any notices given under this Subcontract shall be in writing and delivered to the following addresses by return receipt mail, postage prepaid, by overnight courier service, or by facsimile ("FAX") transmission. Such notices shall be effective upon the third business day following mailing, if by mail; upon receipt, if by courier; or upon confirmation of a successful transmission, if by FAX.

a. UNIVERSITY:

With a copy to:

Ms. Sarah J. Cusimano  
Senior Contract and Grant Administrator  
University of Southern California  
Department of Contracts & Grants  
2250 Alcazar Street, CSC 219  
Los Angeles, California 90033  
Telephone Number: (323) 442-2396  
FAX Number: (323) 442-2835  
Electronic-Mail ("e-mail") Address:  
cusimano@usc.edu

Dr. Astrid Heger  
Violence Intervention Program ("VIP")  
1240 North Mission Road, T-11  
Los Angeles, California 90033  
Telephone Number: (323) 226-3961  
FAX Number: (323) 226-2573  
E-mail Address: heger@usc.edu

b. SUBCONTRACTOR:

Mr. Pete Delgado  
Chief Executive Officer, LAC+USC Healthcare Network  
LAC+USC Medical Center  
General Hospital - Administration

1200 North State Street  
Los Angeles, California 90033  
Telephone Number: (323) 226-2800  
FAX Number: (323) 226-6518  
E-mail Address: pdelgado@dhs.co.la.ca.us

In the event a change in key personnel/administrative contacts is necessary, the party making such a change shall notify the other party within thirty (30) calendar days after reasonably knowing such a change is necessary.

## **Article 2. Technical Direction**

UNIVERSITY: Dr. Astrid Heger, as USC Principal Investigator on this project, is the individual designated by USC who is responsible for the scientific and technical direction of this project.

SUBCONTRACTOR: The following person is considered to be the individual designated by SUBCONTRACTOR who is responsible to receive technical and scientific direction from the Principal Investigator, direct SUBCONTRACTOR's efforts on the project, and serve in advisory and other capacities as defined in the Subcontract.

Mr. Michael Mills

In the event that the above named individual becomes unable to or unwilling to continue working on this project, the SUBCONTRACTOR shall notify the UNIVERSITY in writing within thirty (30) calendar days and may propose, in writing, an individual to replace such designated person. UNIVERSITY must approve any replacement of such designated person in writing.

## **Article 3. Statement of Work**

Unless otherwise referenced in the Subcontract, the Statement of Work to be performed under this Subcontract shall be in accordance with Exhibit A, Statement of Work.

## **Article 4. Limitation on Costs**

It is estimated that the total cost to UNIVERSITY for full performance of this Subcontract for the period of performance, as defined in Article 5 herein, shall be Three Hundred Forty-Eight Thousand Six Hundred Seventy-Three Dollars (\$348,673). These funds may only be used for the purposes outlined in Exhibit A, Statement of Work.

## **Article 5. Period of Performance**

The project period for this Subcontract is to be effective on the date of County of Los Angeles

Board of Supervisors ("Board") approval through June 30, 2005, unless otherwise provided for by modification to this Subcontract.

#### **Article 6. Costs, Payment, and Billing**

- a. Allowable costs and fees eligible for reimbursement to SUBCONTRACTOR for performance of this Subcontract shall be determined in accordance with:
  1. Any Special Conditions of the Prime Award applicable to this Subcontract.
  2. The Budget, attached hereto and incorporated herein as Exhibit B.
  3. The terms of this Subcontract.
- b. Payment will be made by the UNIVERSITY to the SUBCONTRACTOR, consistent with the provisions of Article 6.a., upon presentation of the SUBCONTRACTOR's invoice and subject to the availability of funds under the Prime Award. The UNIVERSITY shall not pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 4 or where rates used to determine costs vary from those (if shown) in Exhibit B. The UNIVERSITY, at its option, may elect to pay any invoice if it is at variance with Article 4 or may return the invoice unpaid to SUBCONTRACTOR for correction and resubmittal. All payments made are provisional, subject to post-audit and adjustment.
- c. BILLING - Invoices shall be submitted as follows:
  1. Not more frequently than monthly.
  2. In an original and one (1) copy.
  3. Referencing the Subcontract number and numerical sequence of the invoice.
  4. Providing detail of expenditure in accordance with the budget categories listed in Exhibit B.
  5. A final invoice shall be submitted within fifteen (15) business days after the end of each budget period of this Subcontract as indicated in Article 5, Period of Performance, and shall be designated as "Final."
  6. Addressed to:

University of Southern California  
Department of Contracts and Grants  
2250 Alcazar Street, CSC 219  
Los Angeles, California 90033  
Attention: Ms. Colleen James  
Contracts and Grants Administrator

## **Article 7. Reports**

The SUBCONTRACTOR is responsible for submitting a progress report to the UNIVERSITY if requested to do so. Any other reports required by this Subcontract shall be due within fifteen (15) business days of the end date or the date of formal request and shall be submitted to the following address:

University of Southern California  
VIP Community Mental Health Center  
1240 North Mission Road, T-11  
Los Angeles, California 90033  
Attention: Dr. Astrid Heger  
Principal Investigator

All work performed under this Subcontract is subject to inspection and acceptance by UNIVERSITY or its authorized representative. Inspection shall be reasonable and at a time as mutually agreed to by the parties. Acceptance shall be consistent with the terms and conditions of this Subcontract and shall be within twenty (20) business days of delivery.

## **Article 8. Independent Contractor**

SUBCONTRACTOR is an independent contractor, not a partner, joint venturer or agent of the UNIVERSITY; nor are the SUBCONTRACTOR's employees consider employees of the UNIVERSITY for any reason.

## **Article 9. Assignment**

Neither party shall assign nor encumber its rights or obligations under this Subcontract without prior written consent of the other party hereto and unless made in the form of a written Amendment to this Subcontract, which is formally approved by Board and executed by the parties in the same manner as this Subcontract. Subject to the foregoing, this Subcontract shall be binding on and inure to the benefit of the parties' respective successors and assigns.

## **Article 10. Audit**

The SUBCONTRACTOR will maintain adequate financial records, in accordance with generally accepted accounting practices, to easily identify expenses, to describe the nature of each expense and to establish relatedness to this Subcontract. All records related to this Subcontract shall be available for audit by the UNIVERSITY and/or First 5 LA.

#### **Article 11. Funding Agency Provisions**

This Subcontract is also subject to the applicable terms and conditions of the Prime Award by First 5 LA (Exhibit C).

#### **Article 12. Copyrights and Use of Data**

All copyright interests in materials produced as a result of this grant are owned by the SUBCONTRACTOR. The SUBCONTRACTOR hereby grants to the UNIVERSITY a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish in print or electronic form, copy, summarize, condense, abstract or excerpt, or otherwise use and to license others to use and all such materials which are or will be produced as a result of this Subcontract, including any and all data collected in connection with the Subcontract in any and all forms in which said data are fixed.

The SUBCONTRACTOR represents and warrants that the material produced by the SUBCONTRACTOR under this Subcontract is and will be original and does not and will not fringe upon any statutory or common law copyright, proprietary right, or any other right of any other person.

#### **Article 13. Termination**

The Subcontract may be terminated for convenience by either party upon thirty (30) calendar days written notice to the other party, except termination of the Prime Award concurrently terminates this Subcontract on the same date.

#### **Article 14. Publicity**

Neither party shall use the name, trade name, trademark or other designation of the other party in connection with any products, promotion or advertising without the prior written permission of the other party.

#### **Article 15. Indemnification and Insurance**

Each party shall be responsible for and will indemnify the other party for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

SUBCONTRACTOR shall maintain adequate insurance during the period of performance consistent with Article 13, Insurance, of the Prime Award, wherein COMMISSION shall mean USC and GRANTEE shall mean SUBCONTRACTOR.

## **Article 16. Arbitration**

Any controversy or claim between the parties arising out of or related to this Subcontract, or a breach thereof, which cannot be resolved by mutual agreement, shall be settled by binding arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgement upon the award rendered by the arbitrator may be entered into any Court having jurisdiction thereof. Any such arbitration shall be held in the Los Angeles County, California

## **Article 17. Contents and Order of Procedures**

Annexed to this Subcontract are the following exhibits:

- |           |   |
|-----------|---|
| Exhibit A | Statement of Work                                     |
| Exhibit B | Budget  |
| Exhibit C | The Prime Award and any applicable Special Conditions |

Insofar as these instruments apply to this Subcontract together with the instruments previously enumerated and those listed below, they constitute the entire agreement and understanding between UNIVERSITY and SUBCONTRACTOR. Moreover, the contents of each instrument below are incorporated within this Subcontract as fully as though set forth herein at length. In the event of a conflict between the provisions of each instrument, the following order of procedure shall govern the rights and obligations of the parties:

- a. This Subcontract.
- b. The Prime Award and any applicable Special Conditions.

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**Article 19. Entire Subcontract, Waivers, and Amendments**

This Subcontract contains the full and complete agreement between the two parties. All modifications must be in writing, and made in the form of a written Amendment to this Subcontract, which is formally approved by Board and executed by the parties in the same manner as this Subcontract. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Subcontract.

IN WITNESS WHEREOF, the parties have executed this Subcontract in two or more counterparts, each as an original and all together as one instrument as of the date of the last signature below written.

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES

UNIVERSITY OF SOUTHERN  
CALIFORNIA

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Thomas L. Garthwaite, M.D.

Name: Nolan Gomm

Title: Director and Chief Medical Officer

Title: Deputy Director, Contracts and Grants

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Statement of Work

The SUBCONTRACTOR, LAC+USC Medical Center, will interview and hire Personnel as listed below, to provide services to high-risk children ages 0-5 years old, under the supervision of the Los Angeles County Department of Children and Family Services ("DCFS") at the Community-Based Assessment and Treatment Center ("CATC") located at LAC+USC Medical Center.

Personnel to be interviewed and hired under this Subcontract are as follows:

- Program Manager (1 Full Time Equivalent ["FTE"])
- Clinical Nurse I (1 FTE)
- Dietitian (1 FTE)
- Health Educator (1 FTE)
- Intermediate Typist Clerk (2 FTEs)
- Information Systems Coordinator (1 FTE)
- Licensed Vocational Nurse I (1 FTE)
- Pediatric Nurse Practitioner (2 FTEs)

Michael Mills and Dr. Astrid Heger shall be consulted regarding the hiring of individuals for the positions referenced above.

Exhibit B

**BUDGET SUMMARY**

Los Angeles County+University of Southern California (LAC+USC) Medical Center

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